

VENTANA CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

Revised July 11, 2024

PLEASE PROVIDE A COPY OF THE RULES AND REGULATIONS TO TENANTS OF YOUR UNIT

As a property owner at Ventana, you are a member of the Ventana Homeowners Association (“HOA”). An owner/member may provide the management company (“Management Company”) and the Board of Directors (“Board”) with written consent for their designee to attend a meeting on the owner’s/member’s behalf. Our common goal is to protect, preserve, and enhance our property. The following rules and regulations (“Rules and Regulations”) are put forth for all Ventana owners, residents, guests, rental agents, and rental residents in accordance with section 4.2 of the Declaration of Horizontal Property Regime and Declaration of Covenants, Conditions and Restrictions dated May 25, 1984, as amended by Corrective Exhibit C to Declaration of Horizontal Property Regime and Declaration of Covenants, Conditions and Restrictions of Ventana Condominiums dated June 12, 1984 (“CC&Rs”). We are all responsible for maintaining our property in accordance with the provisions of the CC&Rs and all owners are encouraged to report violations.

RENTALS:

- 1) No unit may be rented for a duration of less than 30 days and all rentals must be for the whole of the unit. Owners will be held responsible for the actions of their rental tenants. Violations of the Rules and Regulations may result in fines against owners.
- 2) Owners must notify the Management Company within 30 days when a rental tenant moves in or out. As per Arizona Revised Statute §33-1260.01, please provide the following tenant information:
 - a. Name and contact information including phone number and email address.
 - b. Time period of the lease (including beginning and ending dates of the tenancy).
 - c. Description and the license plate number of the tenant’s vehicle(s).

SIGNS: No owner or any agent of an owner may display “For Sale or Rent” or other similar signs anywhere in or on the common areas. “For Sale or Rent” signs may be displayed at the unit; either on a door, a window or on the patio but may not be attached to any patio stucco surface. No exterior signs shall be erected or displayed that violate any provisions of the CC&Rs except as allowed under current statute Arizona Revised Statute §33-1261 (C).

COMMON AREA: There shall be no obstruction of the common area, nor shall anything be temporarily or permanently placed upon, stored in, or affixed to the common area without the prior written consent of the Board unless expressly permitted by the Rules and Regulations. Well-kept, potted plants (no artificial botanical plants) as well as a welcome mat may be kept at the entrance to each unit; provided, however, that nothing should block public walkways. Should the Board be advised by a contracted vendor or any governmental body that placement

of said items are negatively impacting access to perform a job or hampering ingress/egress to said unit, then the Board shall notify said owner of such finding and require that items be removed. Nothing shall be done or kept in any unit or in or upon the common elements which could increase the rates of insurance of any building, or the contents thereof, beyond the rates applicable for units, without the prior written consent of the Board. No owner shall permit anything to be done or kept in their unit or in or upon the common elements which could result in the cancellation of insurance on any building, or the contents thereof, or which is in violation of any law.

PARKING: One parking space under the carport shall be permanently assigned to each unit. Please refer to the CC&Rs for the carport number assigned to your unit or contact the Management Company. Guest parking is available in the uncovered common areas only. No vehicle creating loud or annoying noise is permitted. No storage of any unsightly vehicle, which detracts from the overall property, is allowed. No storage of commercial vehicles, autos, trailers, trucks, campers, RVs, or boats is allowed in any of the common parking areas. Unlicensed or unregistered vehicles are not permitted.

***The Management Company may have any vehicle in violation of this policy towed at the owner's/tenant's expense.** Owners/tenants are advised to provide the Management Company with their vehicle information – make, model & license plate number – so that the Management Company can place their vehicle(s) on the vehicle log to potentially avoid towing of said vehicle(s).*

With 48-hour notice, vehicles can be towed for cause, including but not limited to, towing inoperable vehicles or vehicles with expired tags. If the vehicle in question is listed on the vehicle log, an email will be sent to the owner/tenant in addition to placing a tow sticker.

Vehicles can also be towed, without notice, under the following conditions:

- 1) Car is blocking a dumpster area that requires access.
- 2) Car is parked in a landscaped area or otherwise restricted area.
- 3) Car is blocking another parked car or parked in an assigned parking space that is not theirs.

PARKING LOT GATES: The east gate is used only for entrance into the community. The west gate is for exit only. Violators of this policy will be subject to fines. In the event of a gate malfunction or breakage or need for remotes or gate codes, please notify the Management Company immediately. The speed limit in the parking lot is 5 MPH (miles per hour). Any damage done to the gates/control panel by an owner/tenant will be the responsibility of the owner/tenant. (Owners are responsible for their tenants.)

PETS: No dogs, cats, birds, reptiles, rabbits, livestock, fowl or poultry, or animals of any kind shall be raised, bred, or kept in any unit or upon the common elements, except as may be permitted by the HOA. In no event shall outdoor pens or runs be permitted.

- 1) All pets must be kept inside the unit and never left unattended on a patio or balcony. This restriction also applies to those units that have installed a doggie door, either with HOA approval or not. The Board also reserves the right, upon closing of a unit to a new

owner, to require that a doggie door be removed, and the unit be brought back into compliance with the CC&Rs.

- 2) No pet is allowed to roam unleashed on the common property.
- 3) Owners must clean up and properly dispose of any droppings immediately.
- 4) Pets must not be a disturbance to other owners/tenants.
- 5) Any owner/tenant found to be in violation of the above rules will be fined. (Owners are responsible for their tenants.)

TRASH DISPOSAL: No portion of the common elements or other portion of the community shall be used or maintained for the dumping of rubbish or debris except in designated areas. All items must fit in the dumpsters and the lids kept closed. Boxes must be broken down and no material is allowed to be left outside of the dumpsters. Disposal of any *flammable products or batteries* is STRICTLY PROHIBITED. The owner or their personal vendor must remove all appliances, household items, furniture, and carpeting from the property. No owner/tenant shall keep or store garbage, rubbish, or junk or cause unsightly or unsanitary conditions or substances to exist on patios, balconies, or near units.

BUILDING: Owners/tenants shall not cause or permit any clothes, sheets, blankets, laundry, rugs of any kind or other articles to be hung or displayed on the outside of windows or placed on the outside of window sills, walls, or balconies of any building or in any parking area. No signs, balcony enclosures, shutters, radio or television antennae, or aerials are allowed on the common elements. Owners/tenants shall not have the right to paint or otherwise decorate or change the appearance of any portion of the exterior of the buildings or of any parking area, except for individual front doors or patio storage doors which may be painted the approved HOA color. Each owner is responsible to promptly report to the Management Company any defect or need for repairs, which may be the responsibility of the HOA. No unit is to be used for any purpose other than a private residence. No unshielded floodlights shall be installed on any unit or on the area around any unit or any patio or balcony without the prior written consent of the Board. Nothing shall be done to any unit on or in the common elements which will impair the structural integrity of any building, or which will structurally change any building. At no time shall anything be attached to the building or structure or light fixtures (holiday lights may be placed as allowed in section "Lighting"). No owner/tenant may make any structural additions, alterations, or improvements, including the installation of pet doors (reference section "Pets" with regards to the requirement for no unattended pets) in or to their unit or in or to the common elements, without the prior written consent of the Board. Such authorization, however, shall not incur any liability on the part of the HOA to any contractor, subcontractor, or material man on account of such addition, alteration, or improvement, or to any person having any claim for personal injury or damage to property arising therefrom.

LEAK REPORTING - non irrigation leaks: Owners should first contact their personal plumber to determine the source of the leak. If the source of the leak is a pipe that serves only one unit, then the leak is the responsibility of the owner(s) to repair. If the source of the leak is coming from a neighbor's unit, the owners should work together to remedy the leak which may include involving the owners' insurance company(s). If the source of the leak is determined to be a pipe that the HOA is responsible for, then the owner should submit their plumber inspection report along with the invoice to the Management Company. The Management Company will send out

the HOA plumber to verify that it is a pipe serving more than 1 unit and if determined to be the case, the HOA will perform the repairs at HOA expense, including a reimbursement to the reporting owner of reasonable fees associated with the inspection done by their personal plumber. If the HOA plumber finds that it is not a pipe the HOA is responsible for then the owner who submitted the claim will be responsible for the cost of the inspection report from the HOA plumber and said expense will be added to the account of the reporting owner. Alternatively, if the unit responsible for the leak contacts the Management Company to assume responsibility for the leak, the cost of the HOA plumber inspection will be added to the account of the responsible unit instead of the reporting owner.

LEAK REPORTING - irrigation leaks: If an irrigation leak is seen in the common area, it should be reported to the Management Company to be resolved.

SATELLITE DISHES: Satellite dishes must *not* be placed on any part of the building or common areas unless prior written consent is obtained and the placement of said dish is approved by the Board, otherwise they must be placed on pedestals within a patio or balcony area. Only one satellite dish per unit is allowed. If you have a satellite dish, please inform the Management Company so that your unit can be noted properly, otherwise, satellite dishes that have not been claimed by a unit are subject to removal.

WINDOWS AND DOORS/SECURITY DOORS: Each owner shall be responsible for the maintenance, repair and replacement of all windows of their unit and also the front door and any doors leading onto the balcony, terrace or patio to their unit. The storage doors on the patios or balconies are the responsibility of the owner. *The installation of windows, doors, sunscreens, and security doors must have a white frame with a dark gray or black screen. For installation of wrought iron security doors, please refer to the Ventana website for several styles that have been pre-approved for use in Ventana; however, an architectural request form is still required prior to installation. For replacement of windows and doors containing glass, they must contain mullions (which are part of a window or door which separates the frame into different sections).* This restriction also applies to those units that have installed a window or door without mullions, either with Board written consent or not. The Board also reserves the right upon closing of a unit to a new owner to require that any window or door without mullions be brought into compliance with the original design of the community. Any change or addition to a unit must be submitted in advance for approval by the Board. (Contact Management Company for approved design.)

NOISE: No noxious or offensive activities shall be carried on, in or upon the common elements or in any unit nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other owners/tenants. No immoral, improper, offensive, or unlawful use shall be made of any unit; all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereover shall be observed.

WINDOW COVERINGS: Draperies, blinds, curtains, or other window coverings in each unit and on all windows or doors must be maintained at all times. The portion of the window covering visible from the outside of the unit must be **WHITE**. No reflective materials, including but not limited to, aluminum foil, reflective screens, glass, mirrors, or similar items shall be

permitted or placed on the exterior of any windows or doors nor inside windows or doors which are visible from the outside of the unit.

UTILITIES: Each owner/tenant shall pay for their own telephone, and other utilities, which are separately metered or billed to each user by the respective utility company. Water utilities which are not separately metered or billed or which serve common elements shall be treated as part of the common expense.

POOL: Pool rules and hours are posted at the pool and must be followed at all times. Pool users swim at their own risk. Children under the age of 16 must be supervised and in the presence of an adult at all times. Pool gates must be locked at all times per county code. No diving or rough play in the pool is allowed and noise should be kept to a minimum so as to not disturb other owners/tenants. Glass containers and pets are NOT permitted in the pool area. Additives to the pool or spa such as bubbles are strictly prohibited. It is the responsibility of the owners/tenants and guests to keep the pool area clean of debris and to dispose of waste properly. The pool umbrellas should be closed after each use. All violations must be reported to the Management Company. When using the restroom, please lock the deadbolt as you exit.

LIGHTING: No spotlights, floodlights, or high intensity lighting shall be placed on any building, structure, balcony, or patio. Mini (no larger than one inch) white, non-blinking lights are permitted on personal property at any time but may not be attached to the building or structure or light fixtures. Holiday lights, however, may be placed on top of the pony wall on a patio or balcony during the holiday season but may not be attached to the wall. See section "Holiday Decorations" for additional information regarding holiday lights.

LANDSCAPING MODIFICATIONS: All requests and concerns regarding the landscaping must be directed to the Management Company. The Board must approve landscape alterations and/or additions. The Board may allow the decisions regarding the landscaping to be accomplished by the contracted landscaping company. Any unauthorized changes may result in a fine and/or removal of the change at the owner's expense. Any plants, trees, and/or shrubs in pots in entry areas must be kept in good condition. All shrubs, trees, and plants of any kind on patios or balconies must be maintained or trimmed by the owner/tenant. These items are not allowed to intrude on common property, except as noted earlier in section "Common Area", or on another unit. Violations may result in a fine and removal at the owner's expense. Dead plants and empty pots are not allowed in the common areas. No pots are allowed on patio stucco walls or to be hung from balconies.

GENERAL: No wind bells, wind chimes, or similar devices shall be permitted on the property. No portable air conditioners or window air conditioners of any kind shall be installed in any unit. No washing of cars or vehicle maintenance is permitted on property.

HOLIDAY DECORATIONS: All major holiday decorations must not be up for more than 2 weeks before or 2 weeks after a major holiday. The American Flag is an exception to this rule and may be displayed properly at any time or any other flag as approved by a governmental agency to have protected status.

ARCHITECTURAL CONTROL: All modifications, additions, or changes to a unit must comply with the CC&Rs and any exterior changes or required interior changes must receive Board approval via written consent. An application for design review (“Architectural Request Form”) must be submitted in advance for approval by the Board. Please refer to the Architectural Request Form which is contained on the Ventana website or contact the Management Company. Any architectural changes done before Board approval may be subject to a \$100 fine.

ORDER OF PRECEDENCE: If any of these Rules and Regulations conflict with the CC&Rs, the CC&Rs would take precedence and be the controlling document.

PATIOS/BALCONIES: Patios/balconies should be maintained, kept clean and free of debris. These areas should not be used for storage. Use of appropriate outdoor furniture is acceptable, in-door furniture is not. Umbrellas must be in a stand, within the space of the patio/balcony and in good condition. Further, any plants/trees contained in a patio/balcony should be kept trimmed away from any structure and the height of said plantings should be kept at a reasonable height which does not reach the ceiling of said patio/balcony.

FIRE SAFETY: All owners/tenants are required to comply with the City of Phoenix Fire Codes including the prohibition of BBQ grills on any patio or balcony – electric grills are the only grills allowed and would include pellet grills (example, Traeger) which have been confirmed by the city as an allowable device.

VENDORS/CONTRACTORS: Owners/tenants do not have the authority to give direction to the vendors/contractors that have been hired to maintain the property. Please contact the Management Company if you have any questions or concerns.

FINES: The Board shall have the right to levy reasonable fines for violations of these Rules and Regulations, or any such Rules and Regulations subsequently adopted. Please refer to the Violation and Enforcement Policy which is contained on the Ventana website or contact the Management Company.

FRONT ENTRY AREAS: The front entry area of a unit should be accessible to emergency personnel and kept free of debris at all times. Empty pots should be removed as they are unsightly. Personal items at the front entrance should not hamper the landscaper’s job to clear the property of leaves and other debris. If they are unable to properly complete their job, the front entrance area may not be cleaned. See section “Common Area” for additional information.

SHOPPING CARTS: Shopping carts of any kind are not permitted on Ventana property. Any owner violating this policy may be fined \$100 per occurrence. **NOTE:** Owners will be liable for the actions of their tenants.

These Rules and Regulations will be enforced by the Management Company, in accordance with the enforcement policy then in effect, and may be amended from time to time at the discretion of the Board in accordance with the provisions of the CC&Rs. Please refer to the Ventana website for additional information.